

ARTICLE 5: AGREEMENT AUTHORITY

5.01. Except as otherwise provided herein, "Section" means each of the three groups of the parties serving the following portions of the Trade, which together encompass the entire Trade:

(a) The Central America Section, serving the trade between the United States (excluding Puerto Rico) and Costa Rica, Honduras, Guatemala, Nicaragua and El Salvador; and

(b) The Panama Section, serving the trade between the United States and Panama.

5.02. The parties to each Section are authorized, but not required, to meet, exchange information or otherwise discuss their separate tariffs, rates, service items, rules and service contracts, in the trade, and to reach consensus or agreement thereon but shall, despite any agreement, have no obligation under this Agreement to adhere, other than voluntarily, thereto. The authority of the parties to each Section includes, but is not limited to, consideration, to do so, on all aspects of transportation and service in the trade, including rates, charges, classification, practices, terms, conditions and rules and regulations applicable to transportation of cargo within the scope of that Section in the trade and to service provided in connection therewith, notice periods for changing rates, service items, port-to-port rates, overland rates, minilandbridge rates, interior point intermodal rates, proportional rates, through rates, inland portions of through rates, joint rates, minimum rates, surcharges, arbitraries, volume rates, time/volume rates (including the aggregation of cargo under time/volume rates published in their respective tariffs), project rates, freight-all-kinds rates, volume incentive programs, loyalty arrangements or fidelity commission systems, conforming to the anti-trust laws of the United States, consolidation, consolidation allowances, rates on commodities exempt from tariff filing, absorptions, equalization, substituted (alternate port) services, allowances, freight forwarder compensation, brokerage, the conditions determining such compensation or brokerage and the payment thereof, receiving, handling, storing, and delivery of cargo, designation of base ports and points, pick up and delivery charges, free time



Central America Discussion Agreement  
FMC Agreement No. 203-011075-052  
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~~SOUTH PACIFIC SHIPPING COMPANY, LTD.~~  
~~d/b/a Ecuadorian Line~~  
~~Claredon House~~  
~~Church Street West~~  
~~Hamilton 5 31 Bermuda~~

APL CO. PTE. LTD.  
1111 Broadway, 6th Floor  
Oakland, California 94607

NORDANA LINE  
12777 Jones Road  
Suite 300  
Houston, TX 77070

P&O NEDLLOYD LIMITED  
One Meadowlands Plaza  
East Rutherford, NJ 07073



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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 203-011075 hereby agree this 14th day of June, 2000 to amend the Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

MEMBERS OF THE CENTRAL AMERICA SECTION

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CROWLEY LINER SERVICES, INC.

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A.P. MOLLER-MAERSK SEALAND

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DAMPFSCHIFFFAHRTSGESELLSCHAFT  
EGGERT & AMSINCK ("HAMBURG-  
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